



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		SC	Dept. OOA	A	Contract Number
County Department HSS-ASD-Contracts Unit			Dept. Orgn. OOA OOA		Contractor's License No.	
County Department Contract Representative Jacki Baxter			Telephone 388-0259		Total Contract Amount \$52,200	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date 04/15/03		Contract End Date 06/30/04		Original Amount \$52,200
Fund AAF	Dept. OOA	Organization SBG	Appr.	Obj/Rev Source 2445	GRC/PROJ/JOB No. 3BC00Y03	Amount \$9,000
Fund AAF	Dept. OOA	Organization SBG	Appr.	Obj/Rev Source 2445	GRC/PROJ/JOB No. 3BC00Y04	Amount \$43,200
Project Name Nutrition Transportation			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	
			02/03	\$ 9,000	I	
			03/04	43,200	I	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Department of Aging and Adult Services, hereinafter called the County, and

Name

Inland Express Shuttle Co., Inc.

hereinafter called 'Contractor'

Address

1400 East Mission Boulevard

Pomona, CA 91766

Phone

909-622-1316

Birth Date

Federal ID No. or Social Security No.

95-4852682

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The County, acting as the Area Agency on Aging, through its representative, the Department of Aging and Adult Services, desires to provide services to seniors to improve or maintain choice, independence, and quality of life; and

WHEREAS, the Older Americans act of 1965, as amended, provides for assistance to state and local agencies to develop nutrition and social supportive services to meet the needs of the elderly; and

WHEREAS, County has been allocated funds by the California Department of Aging to provide such services;

WHEREAS, County finds Contractor qualified to provide transportation services, to allow designated individuals transportation to designated nutrition sites; and

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW THEREFORE, County and Contractor mutually agree to the following terms and conditions:

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ATTACHMENT A - Complaint and Grievance Procedure

ATTACHMENT B - Assurance of Compliance

I. DEFINITIONS

- A. CCR - California Code of Regulations
- B. CDA - California Department of Aging
- C. CDA PM - The *Title III Program Manual for Area Agencies on Aging*. This manual is based on Federal Regulations for Title III published March 31, 1980 (CRF, Chapter 8, Subchapter C, Part 1321), and pertinent parts of 45 CFR Sub-title A, Part 74, published June 3, 1980.
- D. CDSS - California Department of Social Services
- E. CFR - Code of Federal Regulations
- F. Contract - The coversheet, the terms and conditions, attachments, addendums, and amendments, unless otherwise specified.
- G. Contractor - The entity to which funds are awarded under this Contract and which is accountable to DAAS for use of these funds and is responsible for executing its provisions and services.
- H. DAAS - County of San Bernardino, Department of Aging and Adult Services
- I. Designated Riders - Individuals selected by DAAS and/or the nutrition provider to receive transportation services. It is the responsibility of the nutrition provider to notify the Contractor of individuals authorized to be designated riders.
- J. DHS - California State Department of Health Services
- K. Elderly - Any individual who is sixty (60) years of age or older.
- L. HSS - County of San Bernardino, Human Services System. Oversees the eleven (11) Human Service System Departments and fosters concern for social programs within the county and communities as a whole.
- M. MIS - Management Information System
- N. OAA - Older Americans Act, provides comprehensive, coordinated, community-based systems of services to persons age 60 and older to enable them to maintain health, personal dignity, and independence.
- O. OMB - Office of Management and Budget
- P. San Bernardino Valley Sites - Include the Nutrition sites detailed in Section II, Paragraph B of this contract under the San Bernardino Valley Sites heading.
- Q. Senior Information and Assistance Services - The Senior and Assistance Services program provided through DAAS.
- R. State - State of California
- S. Title III - Title III of the Older Americans Act.
- T. USC - United States Code

- U. Victor Valley Sites - Include the Nutrition sites detailed in Section II, Paragraph B of this Contract under the Victor Valley Sites heading.
- V. W & I - California Welfare and Institutions Code

II. CONTRACTOR SERVICE RESPONSIBILITIES

- A. Contractor shall provide all services and perform all activities identified in this Contract.
- B. Contractor shall provide daily transportation services to designated riders consisting of one-way trips to and from the designated San Bernardino Valley and Victor Valley nutrition sites listed below:

San Bernardino Valley Sites	Time Lunch is Served:
Casa Ramona Community Center 1524 W. Seventh, San Bernardino, CA 91411	11:30 a.m.-12:30 p.m.
Chino Senior Center 13170 Central Avenue, Chino, CA 91710	11:30 a.m.-1:00 p.m.
Delman Heights Community Center 2969 N. Flores, San Bernardino, CA 92405	11:30 a.m.-12:30 p.m.
Gibson Senior Center 250 North 3 rd , Upland, CA 91786	11:30 a.m.-1:00 p.m.
Lawrence A. Hutton Community Center 660 Colton Avenue, Colton, CA 92324	11:30 a.m.-12:30 p.m.
Nuevo Nutrition Site 8565 Nuevo, Fontana, CA 92335	11:30 a.m.-1:00 p.m.
North Norton Community Center 24424 Monterey, San Bernardino, CA 92405	11:30 a.m.-12:30 p.m.
Ontario Multipurpose Center 225 East "B" Street, Ontario, CA 91761	11:30 a.m.-1:00 p.m.
Peter S. Luque Community Center 292 East "O" Street, Colton, CA 92324	11:30 a.m.-12:30 p.m.
Rancho Cucamonga Neighborhood Center 9791 Arrow Highway, Rancho Cucamonga, CA 91730	11:30 a.m.-12:30 p.m.
Redlands Community Center 111 A West Lugonia Avenue, Redlands, CA 92374	11:30 a.m.-12:45 p.m.
Rialto Senior Center 214 North Palm, Rialto, CA 92376	11:30 a.m.-1:00 p.m.
Senior Citizens Center (5 th & F Streets) 600 West 5 th Street, San Bernardino, CA 92410	12:00 p.m.-1:00 p.m.
Scherer Senior Center 12202 First Street, Yucaipa, CA 92399	12:00 p.m.-1:00 p.m.

Victor Valley Sites	Time Lunch is Served
Adelanto Senior Center 11565 Cortez, Adelanto, CA 92301	11:30 a.m.-12:30 p.m.
Church of the Valley 14933 Wakita, Apple Valley, CA 92307	11:00 a.m.-12:00 p.m.
Hesperia Senior Center 9333 "E" Avenue, Hesperia, CA 92345	11:30 a.m.-12:30 p.m.
Hi Desert Meals on Wheels Senior Nutrition Site 15075 Hesperia Road, Victorville, CA 92392	11:30 a.m.-12:30 p.m.
Lucerne Valley Senior Center	11:30 a.m.-12:30 p.m.

- C. Contractor shall provide reservations to designated riders for nutrition transportation services during the current day for next day pick-up during normal business hours on weekdays and Sundays.
- D. Contractor shall provide vehicles scheduled to arrive at a designated rider's home no earlier than ten (10) minutes before and no later than thirty (30) minutes after the agreed upon time.
- E. Contractor shall provide a procedure to deliver designated riders to designated sites no earlier than ninety (90) minutes prior to the scheduled meal times and pick-up riders no later than ninety (90) minutes after meals are finished.
- F. Contractor shall accept reservation cancellations received before 9:30 a.m. on the day of which transportation services are to be provided.
- G. Contractor shall provide a procedure to advise riders that pick-up attempts were made within the time window and that the rider was not present. The procedure shall include opportunity for the rider to challenge the claim of no-show. Designated riders shall be advised that repeated no-shows may result in a cancellation of eligibility.
- H. Contractor shall provide a monthly report of repeated no-show designated riders.
- I. Contractor shall provide orientation and any necessary training for all paid and volunteer staff providing transportation services.
- J. Contractor must have the capability to provide transportation services to wheel chair bound individuals, including the appropriate lift equipment necessary for electric wheelchairs.
- K. Contractor must be incorporated and in good standing, and is responsible for advising the County of any actual or impending change in its corporate status.
- L. Contractor is to promote coordination with other supportive services. Contractor agrees to cooperate with DAAS in its efforts toward developing a comprehensive and coordinated system of services for the elderly by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.
- M. Contractor shall recruit for vacant positions in an open and competitive application process free of discriminatory questions. Written job descriptions for all paid and volunteer employees shall be maintained.
- N. Contractor agrees to participate in appropriate employee training and development provided by DAAS, the CDA and the Administration on Aging.
- O. Contractor shall complete a written work performance evaluation annually on all paid and volunteer employees.
- P. Contractor shall provide the County with photocopies of all inspection reports or certificates immediately.
- Q. Reports
 - 1. Contractor, at such times and in such forms as DAAS may require, shall furnish statements, records, reports, data and information requested by DAAS pertaining to Contractor's performance of services hereunder and other matters covered by this Contract. The forms shall be reviewed for timeliness, completeness, and correctness of the information

submitted, by the Program Director or his/her designee, prior to submission to DAAS. Incomplete forms shall be returned to the Contractor for completion. (In the event of changes in these forms, DAAS shall advise the Contractor via written notice.) The Contractor shall develop and implement a process for ensuring quality control.

2. Contractor shall meet the following standards for the submission of required reports:

a. Financial Reporting

Accurate, current and complete disclosure of the financial results of the program shall be made in accordance with the financial reporting requirements of the Contract. A completed Program Expenditure Report/Request for Reimbursement form is due to DAAS Administration by the 5th working day of the month following the month services were provided.

b. Program Reporting

A completed monthly service report (DAAS 186, Support Services Report) is due to DAAS Administration by the 5th working day of the month following the month of service.

3. DAAS may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as DAAS determines that the financial management standards are met.

4. Contractor is required to work in conjunction with DAAS in developing and maintaining a client database.

R. Records

1. The Contractor shall, at all times during the term of this Contract, maintain complete fiscal, program and management records (which shall include, but not be limited to, accounting records, grants, contracts, agreements, letters of agreement, insurance documentation in accordance with this section, memorandums and/or letters of understanding, client records and electronic files) of its activities and expenditures hereunder in a form satisfactory to the County and/or State and shall make all records pertaining to this Contract available for inspection and audit by the County and/or State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Contractor; (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by County, (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Contract, or (c) for such longer period as County deems necessary, which shall be a minimum of three (3) years after final payment under this Contract.

2. In the event this Contract is either completely or partially terminated, any and all records relating to any work performed under the Contract shall be preserved and made available for the same periods as specified in this Contract.

3. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the County and/or State and the Contractor is advised in writing of the resolution.

4. Adequate source documentation of each transaction shall be maintained relative to the allocability of expenditures reimbursed by the County under this Contract. If the allowability of

expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles, the expenditures shall be questioned in the audit and may be disallowed by the County and/or State during the audit resolution process.

5. After the authorized period has expired, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.

III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.
- B. Without the prior written consent of County, this Contract is not assignable by Contractor either in whole or in part.
- C. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- D. Inaccuracies or Misrepresentations: If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- E. Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the Director of DAAS. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.
- F. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records, should include, but are not limited to monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the proceeding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

- G. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- H. Contractor shall notify County of any continuing vacancies and any positions which become vacant during the term of this Contract which will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- I. Contractor will ensure staff are knowledgeable on the DAAS Complaint and Grievance procedure (Attachment A) and ensure that any complaints by clients are referred to the County in accordance with the procedure. Contractor agrees to document, investigate, and resolve any and all client, or potential client, complaints relating to this Contract.
- J. Contractor shall notify County HSS Contract Administration Unit of all upcoming meetings of the Board of Directors or other governing party and shall keep County apprised of any and all actions taken by its Board of Directors which may impact on the Contract. All Board of Directors' minutes shall be submitted to County with the monthly report submitted in the month following approval of the minutes. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.
- K. Contractor shall require all persons, including but not limited to its officers, agents, employees, volunteers and any subcontractor directly or indirectly involved in administration of services provided under this Contract to comply with the provisions of section 10850 of the Welfare and Institutions (W & I) Code and Division 19-000 of the Department of Social Services Manual of Policies and Procedures to assure that:
1. All applications and records concerning any individual made or kept by any public officer, public agency, or Contractor with the administration of any provision of the W & I Code relating to any forms of public social services provided under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services.
 2. No person shall publish, disclose, use, permit or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Contract. Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Contract of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.
- L. The Contractor shall protect from unauthorized disclosure names and other identifying persons receiving services pursuant to this Contract, except for statistical information not identifying any client. The Contractor shall promptly transmit to the County all requests for disclosure, except as otherwise specifically permitted by this Contract or authorized by the client, any such information to anyone other than the Contractor. For purposes of this paragraph, identity shall include, but not be limited to, name, address, telephone number, identifying number, symbol, or other identifying particular assignment to the individual such as finger or voice print or a photograph.
- M. Contractor agrees to and shall comply with the County's Elder and Dependent Adult Abuse Reporting requirements:
1. Contractor will ensure that all known or suspected instances of elder or dependent adult abuse are reported to DAAS Adult Protective Services.

2. In accordance with W & I Code section 15630, all employees, subcontractors, and volunteers of the Contractor are mandated reporters of elder and dependent adult abuse. Contractor assures that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated to report elder and dependent adult abuse will sign a statement, upon the commencement of their employment, or service, acknowledging their reporting requirements and their compliance with them.
3. Mandated reporters are required to report all instances of known or suspected abuse of the elderly and dependent adults by telephone immediately or as soon as practically possible, under the following circumstances:
 - a. When the mandated reporter has observed or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect; or
 - b. When the mandated reporter is told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, isolation, financial abuse, or neglect;
 - c. A written "Report of Suspected Dependent Adult/Elder Abuse" (form "SOC 341") must be submitted within two (2) working days of making the telephone report to the responsible agency, as defined below in paragraph 4.
4. Incidents of elder and dependent adult abuse must be reported to the correct agency as follows:
 - a. If the abuse has occurred in a long term care facility, except a state mental hospital or state developmental center, the report shall be made to the local Long term Care Ombudsman or local law enforcement;
 - b. If the abuse has occurred in a state mental hospital or state developmental center, the report shall be made to the designated investigators of the State Department of Mental Health or the State Department of Developmental services or to the local law enforcement;
 - c. If the abuse occurred anywhere other than a long term care facility or state mental hospital or state developmental center, the report shall be made to Adult Protective Services or local law enforcement.
5. Under the terms of this Contract, as changes in the Elder and Dependent Adult Reporting Laws are enacted, the Contractor is bound to comply with the most current regulations.

N. Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

O. Contractor shall not employ in any capacity, paid or volunteer, any person who has been convicted of any crime of violence or of any sexual crime and shall, upon discovery of such, terminate the employment of said person. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested for any crime listed in Penal Code section 11105.3 and shall take action to either deny employment or terminate employment where the investigation shows that the underlying conduct associated with the arrest renders the person unsuitable for employment, internship, or volunteer services. Contractor shall immediately notify the County concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent consultant, intern or volunteer staff, when such information becomes known to Contractor.

P. Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.

Q. Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification - The Contractor agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the term of the Contract the following types of insurance with minimum limits as shown:

- a. Worker's Compensation - A program of Workers' Compensation insurance or a State-approved Self Insurance Program in amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage of owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000).

- c. Errors and Omissions Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or

Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. Additional Named Insured - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
 4. Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
 5. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
 6. Proof of Coverage - Contractor shall immediately furnish certificates of insurance evidencing the insurance coverage to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, the Contractor shall furnish certified copies of the policies and all endorsements.
 7. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.
 8. Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.
- R. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- S. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- T. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:
1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino

and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from County HSS Contract Administration.

2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with County HSS Contract Administration within 30 days of awarding of the contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, HSS shall supply a sample of the Plan format. The Contractor shall be monitored by HSS for compliance with provisions of its Civil Rights Plan.

- U. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- V. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, Part 6, California Code of Regulations).
- W. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).
- X. Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.
- Y. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County, shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- Z. Contractor agrees it shall not perform or permit any religious proselytizing activities in connection with the performance of this Contract.

IV. COUNTY RESPONSIBILITIES

- A. The County agrees to monitor and evaluate the performance of the Contractor in meeting the terms of the Contract and the quality and effectiveness of services provided based on the criteria as determined by the County.
- B. The County is to provide consultation and technical assistance in monitoring the terms of this Contract.

- C. The County agrees to compensate Contractor per the provisions outlined in Section V of this Contract.
- D. The County will keep the Contractor informed of any changes in the program which affect the delivery of services by the Contractor, and to resolve any problems or conflicts between Contractor, DAAS clients, and/or County.

V. FISCAL PROVISIONS

- A. The maximum amount payment under this Contract shall not exceed **\$52,200**, with \$9,000 available from April 22, 2003 through June 30, 2003 and \$43,200 available July 1, 2003 through June 30, 2004, and shall be subject to availability of funds to the County. Payments shall be made monthly based on the actual number of trips made each month. Total payments shall not exceed the contracted amount.
- B. The Contractor shall be compensated on a unit cost basis, as detailed below:
 - 1. San Bernardino Valley Sites - Transportation provided for all San Bernardino Valley sites shall be charged at a rate of \$1.65 per mile for the roundtrip, as measured from Inland Express operations facility or previous point of business to the Inland Express operations facility or next point of business, whichever is less.
 - 2. Victor Valley Sites - Transportation provided for all Victor Valley sites shall be charged at a rate of \$1.65 per mile, as measured from the intersection of I-15 and Highway 395. Deadhead mileage incurred from the Inland Express operations facility or previous point of business to the Inland Express operations facility or next point of business will be charged at the reduced rate of \$1.25 per mile.
 - 3. All Sites - No-shows will be billed at the applicable mileage rate.
 - 4. Victor Valley sites and San Bernardino Valley sites in the City of Yucaipa - Wait time in excess of one-half hour will be billed at the rate of \$15.60 per hour (prorated to the nearest quarter hour), as needed.
- C. Contractor will provide monthly invoices, which include a detailed breakdown by date, client, and trip mileage, to the address below:

DAAS Administration
Attn: Fiscal Unit
686 East Mill Street
San Bernardino, CA 92415-0640
- D. Contractor agrees that payment for each service furnished under this Contract made in accordance with the rates stipulated herein, represents payment-in-full for said service. Contractor shall not seek reimbursement from County for any service reimbursed in whole or in part by any other payor.
- E. If Contractor is not in compliance with any provision of this Contract, DAAS may withhold payment of any invoice submitted to DAAS by Contractor until such time as suitable documentation is submitted to DAAS.
- F. Contractor shall expend all funds received hereunder in accordance with this Contract.

- G. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations, which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- H. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.

VI. RIGHT TO MONITOR AND AUDIT

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.
- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.
- E. Records of the Contractor that do not pertain to the program shall not be subject to audit unless provided for in another agreement.
- F. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND APPEAL PROCEDURES

- A. Correction of Performance Deficiencies
 - 1. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

2. In the event of a non-cured breach, County may, at its sole discretion and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
 - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
 - e. Terminate this Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

B. Appeal Procedures

If Contractor disagrees with any decision or action taken by the County or DAAS related to this Contract, Contractor may choose to file a formal grievance by following the procedures below:

1. The Contractor shall file a formal written grievance with the Director of DAAS within fifteen (15) business days after the Contractor is aware of the factors or conditions precipitating the contract dispute. The written grievance shall set forth the subject of the grievance, identify the specific clause in dispute and shall provide a detailed statement of the grievance, including dates, names, places, and the specific remedy or action requested. The filing address is 686 East Mill Street, San Bernardino, California, 92415-0640. The Director of DAAS shall provide a written response to Contractor within fifteen (15) business days of receipt of the grievance.
2. If Contractor is not satisfied with the Director of DAAS' response, Contractor may file a written grievance appeal, which shall include a statement by the Contractor as to why the Director of DAAS' response is not satisfactory, to the Assistant County Administrator of the Human Services System ("Assistant County Administrator") within fifteen (15) business days of receipt of the Director of DAAS' response. The filing address is 385 North Arrowhead Avenue, Fifth Floor, San Bernardino, California, 92415-0128. The Assistant County Administrator shall provide a written response to Contractor within fifteen (15) business days. The Assistant County Administrator shall have final authority for the decision on the grievance except as provided in the paragraph below.
3. For those appeals which involve CDA programmatic policies and directives issued to the County and contained within this Contract, this paragraph shall apply. If Contractor is not satisfied with the Assistant County Administrator's decision, the written grievance may be registered in writing with the CDA, Case Management Branch, 1600 "K" Street, Sacramento, California, 95814, within fifteen (15) business days following receipt of the Assistant County Administrator's decision. Contractor shall submit to CDA the original written grievance along with a copy of the Director of DAAS' written response, the Contractor's appeal to the Assistant County Administrator, and the Assistant County Administrators' decision. CDA shall have final authority for the decision on the grievance.

VIII. TERM

- A. This Contract is effective as of April 15, 2003 and expires June 30, 2004 but may be terminated earlier in accordance with Section IX of the Contract. The Contract term may be extended for two additional one-year periods by mutual agreement of all parties.
- B. This Contract is of no force or effect until signed by both parties hereto and approved by the Board of Supervisors of San Bernardino County. The Contractor shall not commence performance until such approval has been obtained; failure to obtain such approval may result in non-payment for the performance of those services.

IX. EARLY TERMINATION

- A. The County may terminate the Contract immediately under the provisions of Section VII of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant County Administrator – Human Services System is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.

X. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: Inland Express Shuttle Co., Inc.
Attn: Business Development Manager
1400 E. Mission Blvd.
Pomona, CA 91766

County: County of San Bernardino
Human Services System
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

For Insurance information only: County of San Bernardino
C/o Insurance Compliance
P.O. Box 12010-CB
Hemet, CA 92546-8010

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.
- C. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer,

employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- D. In the event of a dispute or grievance regarding the terms and conditions of this Contract, the Contractor should first discuss the problem formally with the Director of DAAS. If the problem is not resolved, the Contractor must submit a written complaint that includes the disputed issues, the legal authority/basis for each issue that supports the Contractor's position, and the remedy sought.
- E. County shall have Power of Attorney to pay delinquent debts and unpaid wages for work provided under this Contract from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- F. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the parties. No course of dealing and no delay or failure of a party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- G. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- H. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the parties) and the remaining provisions of the Contract shall not be affected.
- I. This Contract shall be governed by and construed in all aspects in accordance with the laws of the Older Americans Act as amended and with state and federal laws. The parties agree to the exclusive jurisdiction of the federal and state courts located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- J. In the event of conflict between the provisions set forth in the terms and conditions of the Contract and any attachment or exhibit, the provisions listed in the Contract's terms and conditions shall prevail.

XI. CONCLUSION

- A. This Contract, consisting of 18 pages and Attachments A and B, is the full and complete document describing services to be rendered by Contractor to County including all covenants, conditions and benefits.
- B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. **IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

COUNTY OF SAN BERNARDINO

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Inland Express Shuttle Co., Inc.
(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name _____
Brian Hunt
(Print or type name of person signing contract)

Title _____
President
(Print or Type)

Dated _____

Address _____
1400 East Mission Boulevard
Pomona, CA 91766

Approved as to Legal Form

►
Phebe W. Chu, Deputy County Counsel

Reviewed by Contract Compliance

►
Lori Ciabattini, HSS Contract Administration

Presented to BOS for Signature

►
Mary R. Sawicki, Director

**Auditor/Controller-Recorder
Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Date _____ | Date _____ | Date _____

***Auditor/Controller-Recorder
Use Only***

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

San Bernardino County
Department of Aging and Adult Services
COMPLAINT AND GRIEVANCE PROCEDURES

Instructions: The service recipient is to read, sign, and receive a copy of this form. The original of the form is to be filed in the service recipient's case file maintained by contractor. The reverse side of this form may be used to file a complaint or grievance with the contractor/service provider.)

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a grievance.

The following procedures are to be followed when filing a grievance:

1. Identify the complaint/grievance in writing and discuss it with the contractor/service provider.

Time frame: Within 1 week of discrimination/violation/problem.

If resolved at this level, no further action is required. If no resolution is apparent within 15 business days, proceed with Step 2.

2. Forward the written complaint/grievance to the Supervising Program Specialist at the following address:

Department of Aging and Adult Services
686 East Mill Street
San Bernardino, CA 92415-0640
ATTN: **Supervising Program Specialist, Administration**

Time frame: Within 1 week of Step 1.

If resolved at this level, no further action is required. If no resolution is apparent within 15 business days, proceed with Step 3.

3. If no solution is apparent after Steps 1-2 have been exhausted, forward copy of written grievance to:

Human Services System, Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

You will be contacted within 15 business days of any actions being taken. Please note: Each of these steps must be completed in the sequence shown.

If you believe that your civil rights have been violated, please contact:

Supervising Program Specialist, Administration
Department of Aging and Adult Services
686 East Mill Street
San Bernardino, CA 92415-0640

GRIEVANCE PROCEDURE CERTIFICATION

This is to certify that I have read, understood, and received a copy of the San Bernardino County Department of Aging and Adult Services Grievance Procedure.

Signature of Service Recipient

Date

GRIEVANCE NOTICE

Your Name:
Date of Occurrence:
Approximate Time of Occurrence:
Name of Service Provider:
Address of Service Provider:
Nature of Grievance:
Resolution:

Resolved by: _____
Signature Date

Signature of Service Recipient Date

**ASSURANCE OF COMPLIANCE WITH
THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES**

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

Inland Express Shuttle Co., Inc.

(HEREINAFTER CALLED THE "AGENCY")

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413, Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 94, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age or disability, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

Date

Contractor (Authorized Signature)

1400 East Mission Boulevard

Pomona, CA 91766

Address of Contractor

Assurance of Comp. Rev. 07/00